

SECTION B
AGREEMENT SCHEDULE

1. TERMS AND CONDITIONS. By signing (acceptance) of this Agreement, the Recipient certifies that it will perform all activities and projects as set forth in its Application for Federal Assistance (and supporting documentation), and comply with all terms and conditions of this Agreement.

2. AGREEMENT TERM.

2.1. Funding Periods. This Federally funded portion of this Agreement shall be for a Base Funding Period of twenty-four (24) months. At the option of the Government, and subject to agreement by the Recipient, the term may be extended for up to one (1) Optional Funding Period (not to exceed twenty-four (24) months duration). The Grants Officer shall notify the Recipient of the Government's intent to exercise the subsequent Optional Funding Period no later than 15 calendar days prior to the expiration date of the current funding period.

2.2. Long Term Obligations. Prior to completion of the term of the Agreement, the Recipient shall complete the Environmental Services, other than long term obligations. The Recipient's responsibility for long term obligations will extend beyond the term of this agreement, in accordance with Section C.4.1.13.4 (i).

3. ORDER OF PRECEDENCE. Federal regulations, to include but not limited to 32 CFR 33 and DoD 3210.6-R take precedence over all terms and conditions of this Agreement; however, the Army is not aware of any inconsistencies. Inconsistencies or conflicts in the terms and conditions of this Agreement shall be resolved according to the following order of precedence:

- (a) Applicable United States statutes including Title 10 United States Code, Section 2701 (d);
- (b) Federal Regulations, to include but not limited to 32 CFR Part 33 and DoD 3210.6-R.
- (c) The “**Environmental Covenants Codes and Restrictions**” at **SECTION C** and TSRS thereto, incorporated at **SECTION E**;
- (d) The “**General Terms and Conditions**”, as set forth in **SECTION D**;
- (e) The Agreement Schedule (**SECTION B**); then,
- (f) The Recipient's Application for Federal Assistance (SF 424), Budget Information (SF 424) and other supporting documentation (**Attachments at E.2.**).

4. AUDIT. The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds. Audits will be conducted in accordance with OMB Circular A-133 and at 32 CFR 33.26.

5. FUNDING LIMITATIONS.

5.1. The Government's maximum funding obligation for the Base Funding Period is **\$24,860,000.00** unless modified by the Grants Officer. The estimated maximum funding obligation of the Government (inclusive of all Optional Funding Periods, if exercised) will be **\$26,860,000.00**. Costs in excess of the initial term or the combined total of succeeding periods (as exercised) will not be paid.

5.2. The Government's maximum funding obligation for the Base Funding Period and each succeeding Optional Funding Period (if exercised) is as follows:

FUNDING PERIOD	INCLUSIVE DATES	MAXIMUM OBLIGATION
Base Funding Period	31 July 2006 – 30 July 2008	\$24,860,000.00
Optional Funding Period – 1*	31 July 2008 – 30 July 2010	\$2,000,000.00

*Note: This option funding period will be executed as a new, separate ESCA using the exact same terms and conditions as this ESCA unless legislative authority is granted to provide for an ESCA which exceeds the 2-year period in which case this funding period would be exercised as an option.

5.3. The Government's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Agreement will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

5.4. (APPLICABLE ONLY IF INCREMENTAL LY FUNDED) Federal funds in the amount of **\$24,860,000.00** have been made available for performance by the Recipient for the Base Funding Period. Funds are not presently available for performance under this Agreement beyond **30 July 2008**. The Government's obligation for performance of this Agreement beyond that date is contingent upon the availability of appropriated funds from which payment for caretaker services can be made. No legal liability on the part of the Government for any payment may arise for performance under this Agreement beyond **30 July 2008**, until funds are made available to the Grants Officer and until the Recipient receives notice of availability, to be confirmed in writing by the Grants Officer.

5.5. Pursuant to 32 CFR 33.23 (b), the Recipient must liquidate all encumbered funding incurred under the Agreement not later than 90 calendar days after the end of the final Optional Funding Period, to coincide with the submission of the final Financial Status Report (SF-269). The Grants Officer may extend this deadline at the request of the Recipient.

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6. BUDGET. The total amount of this Agreement, as approved by the Government, will be the maximum amount for which the Government would be obligated to pay the Recipient for allowable costs incurred under this Agreement. The Recipient may not retain or otherwise use any excess funds other than identified in Section C of this Agreement, for any other purposes without express written approval from the Grants Officer.

7. ADVANCE PAYMENT. Upon conveyance of the Early Transfer Property to the Recipient, and the submission of a Request for Advance or Reimbursement (SF 270) to the Grants Officer, the Recipient shall be entitled to an initial payment of **\$7,510,000.00**. Subsequent payments will be initiated (no more frequently than quarterly) upon receipt by the Grants Officer of the Recipient's SF270. The Grants Officer may adjust the amounts or dates of the payments based on the data contained on the Recipient's SF 270 submissions or additional information provided by the Recipient. The Government shall make requested payments to the Recipient in accordance with 32 CFR 33.21.

(a) The Recipient may submit Requests for Advance Payment via FAX or electronically (PDF format) to the Grants Officer.

(b) The Recipient's Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)) is incorporated as follows (INCORPORATED IN FINAL AWARD DOCUMENT):

DUNS NUMBER	TIN/EIN	CAGE CODE

8. PAYMENT OFFICE. The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Agreement is as follows:

PAYMENT OFFICE	ADDRESS
U.S. Army Corps of Engineers Finance Center (CEUFC)	U.S. Army Corps of Engineers Finance Center (CEUFC) 5722 Integrity Drive Millington, TN 38054-5005

9. PERFORMANCE REPORTING. The Grants Officer's representative for performance surveillance will be the Army's Environmental Representative, identified in Section B Article 15. The Army's Environmental Representative is responsible to the Office of the Secretary of the Army for oversight of environmental remediation within the scope of this Agreement, all work plans, scheduling of activities and other requirements set forth in Section C and in the Technical Specifications and Requirements Statement (TSRS). Furthermore, the Recipient shall provide the Army Environmental Representative with all necessary Long-Term Obligations reports, as required under the TSRS. The Army's Environmental Representative shall keep the Grants Officer informed of the progress of the effort.

10. FINANCIAL REPORTS. Financial reports shall be prepared in accordance with 32 CFR 33.41. Financial Reports are not required for performance under the Long-Term Obligations requirements.

(a) The Recipient will report program outlays and program income on an accrual basis. If the Recipient does not normally keep accounting records on an accrual basis, accrual information shall be developed through analysis of the documentation on hand.

(b) The Recipient shall use Standard Form 272, "Federal Cash Transaction Report", in order for the Grants Officer to monitor cash advanced, disbursement and or outlays under the Agreement. The initial report shall be for the period ending after the first payment. Subsequent reports shall be submitted for each quarter of performance, on a calendar year basis. The report shall be submitted no later than fifteen (15) working days following the end of each quarter.

(c) The Recipient shall use Standard Form 269, "Financial Status Report" to report the status of funds. The report shall be submitted on an annual basis, no later than ninety (90) working days following the Agreement year. A final report shall also be submitted no later than ninety (90) working days after the expiration or termination of Agreement support.

11. FINANCIAL REPORT DISTRIBUTION AND CORRESPONDENCE: The Recipient shall make distribution of all Financial Reports and written correspondence regarding the performance of the effort as follows:

ADDRESSEE	ADDRESS	REPORTS & CORRESPONDENCE	ORIGINAL & COPIES
Grants Officer	U.S Army Corps of Engineers CENWO-HX ATTN: Mr. Douglas Hadley 12565 West Center Road Omaha, NE 68144-3869	<u>FINANCIAL REPORTS</u> SF 272 (Interim) SF 269 (Annual / Final)	Original Original
		Written Correspondence affecting performance and/or proposed changes by Recipient	Original
Army Environmental Representative	Ms Karen Wilson	<u>FINANCIAL REPORTS</u> SF 272 (Interim) SF 269 (Annual / Final)	1 Copy 1 Copy
		Written Correspondence affecting performance and/or proposed changes by Recipient	1 Copy
		<u>PERFORMANCE REPORTS</u>	Original

12. EQUIPMENT AND SUPPLIES. Title, use and disposition of equipment and/or supplies purchased by the Recipient with Agreement funds, are subject to the obligations and conditions set forth at 32 CFR 33.32 through 33.34.

13. SITE VISITS. The Grants Officer, or authorized representatives, has the right at all reasonable times, with reasonable notice, to make site visits to review the project's accomplishments and to provide technical assistance as may be required. The Recipient shall provide all reasonable facilities/assistance for the safety and convenience of Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly interfere with or delay the work.

14. PRE-AWARD COSTS. The Recipient is authorized to incur costs from 90 days prior to ESCA award through the effective date of award.

15. GOVERNMENT AND RECIPIENT REPRESENTATIVES.

NAME	TITLE	OFFICE & E-MAIL	TELEPHONE/FAX
Mr. Douglas E. Hadley	Grants Officer	HTRW Center of Expertise (CENWO-HX) E-Mail: Doug.E.Hadley@usace.army.mil	PH: (402) 697-2441 FAX: (402) 697-2595
Ms. Karen Wilson	Army's Environmental Representative	HQ Department of Army karen.wilson@hqda.army.mil	PH: (703) 602-2861 FAX: (703) 601-0544
TO BE DETERMINED	BRAC Environmental Coordinator		

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